

**SECOND ADDENDUM TO THE SIGNATORY TERMINAL BUILDING LEASE
AGREEMENT BETWEEN BROWARD COUNTY AND JETBLUE AIRWAYS
CORPORATION FOR THE MANAGEMENT OF THE CONSTRUCTION OF TERMINAL 5**

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This Second Addendum ("Second Addendum") to the Signatory Terminal Building Lease Agreement is between Broward County, a political subdivision of the State of Florida ("County"), and JetBlue Airways Corporation, a Delaware corporation authorized to do business in the State of Florida ("Airline") (collectively the "Parties"), and is effective as of the date it is fully executed by the Parties ("Effective Date").

RECITALS

A. County and Airline entered into a Signatory Terminal Building Lease Agreement on October 1, 2011 ("Base Agreement").

B. The Parties desire to add this Second Addendum to the Base Agreement to provide that Airline shall manage the construction of Terminal 5 at Fort Lauderdale-Hollywood International Airport ("FLL").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - INCORPORATION OF RECITALS

The foregoing recitations are true and correct and are hereby incorporated into and made a part of this Second Addendum by reference.

ARTICLE 2 - DEFINITIONS

The following terms, when used in this Second Addendum, shall have the meanings set forth below:

2.1 **Second Addendum** shall mean this document including all incorporated exhibits and documents.

2.2 **Allowance Account** means an account established to reimburse Airline for cost expended for a specific purpose related to this Contract, which were not included at the time of execution of this Second Addendum, which can be utilized by Change Order or Contract Price Element Adjustment Memorandum approved by Contract Administrator.

2.3 **Amendment** shall mean a written document executed by County and Airline that modifies the terms, conditions, or requirements of this Second Addendum.

2.4 **Airport** shall mean the Fort Lauderdale-Hollywood International Airport, which is owned and operated by County.

2.5 **Application and Certificate for Payment** shall mean the form indicated in Exhibit E that Airline must use to submit monthly pay applications.

2.6 **BCAD** shall mean the Broward County Aviation Department.

- 2.7 **Board** shall mean the Broward County Board of County Commissioners.
- 2.8 **Business Days** shall mean Monday through Friday, excluding any holiday or other day County is not open for business.
- 2.9 **Change Order** shall mean a written document signed by Airline and County that orders a change in the Services, Scope of Services, Contract Time, or Contract Price. The Contract Administrator shall have Change Order authority within the Contract Price. County shall approve any Change Order that increases the Contract Price.
- 2.10 **Construction Contract** shall mean the contract for Construction Manager at Risk services between Airline and the Contractor for performance of the construction management portions of the Work.
- 2.11 **Construction Engineering and Inspection Services Professional or CEI Professional** shall mean the firm, other than the Design Professional, selected and retained by Airline to perform engineering and inspection services for the Project.
- 2.12 **Construction Manager at Risk or Contractor** shall mean the entity with which Airline will contract to provide construction management services during the preconstruction and construction phases of the Work at a guaranteed maximum price in accordance with the Contract Documents, and which is responsible for the acceptable performance of preconstruction and construction phases of the Work and for the payment of all legal debts pertaining to the preconstruction and construction phases of Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to the Contractor.
- 2.13 **Contract Administrator** shall mean the Director of Aviation, or the designee of such Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Airline and to manage and supervise Services provided under the terms and conditions of this Second Addendum. In the administration of this Second Addendum, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that the Contract Administrator's instructions and determinations do not change the terms of this Second Addendum.
- 2.14 **Contract Documents** shall mean all documents relating to the design, construction, testing, inspection, and commissioning of the Project, including this Second Addendum, the Design Contract, the Construction Contract, the Program Manager Contract, the Plans, the Project Definition Document, Change Orders, and any acquisition contracts for equipment acquired, utilized and incorporated into the Project.
- 2.15 **Contract Price** shall mean the amount in **Exhibit A**, as may be changed by Change Order or Amendment, to be paid by County to Airline for the Services to be performed.

2.16 **Contract Price Element Adjustment Memorandum** or **CPEAM** is a written document executed by the Contract Administrator ordering a change in the Contract Work, Contract Base Amount, or Contract Time to be paid from an Allowance Account.

2.17 **Contract Time** shall mean the time set forth in **Exhibit A** for completion of Services.

2.18 **County or Owner** shall mean Broward County, Florida, for which Services under this Second Addendum are to be performed by Airline.

2.19 **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances.

2.20 **Cure Period** shall mean the time period set forth in Section 13.1 to cure a breach of this Second Addendum.

2.21 **Design Contract** shall mean the contract between Airline and the Design Professional for performance of the professional design and engineering services for the Project in accordance with the Project Definition Document.

2.22 **Design Professional** shall mean the architectural/engineering firm selected and retained by Airline to perform the professional design and engineering services for the Project in accordance with the Project Definition Document.

2.23 **Field Order** means a written order that orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

2.24 **Final Completion** shall mean the date, as certified in writing by the Contractor and Airline in the final Application and Certificate for Payment, and as finally determined by the Contract Administrator in his or her reasonable discretion, upon which: (i) all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied with respect to the Work, including a Certificate of Occupancy; (ii) any and all documents required by the Contract Documents have been received by County and Airline; (iii) all required inspection and testing of the Work has been successfully passed; (iv) a certificate that, to the best of the Program Manager's and Airline's knowledge, information and belief, all Work required for the Project has been fully completed in all material respects in accordance with the terms and conditions of the Contract Documents and it has passed all inspections, testing and commissioning by regulatory agencies; and (v) all equipment and system manuals and guides, as-built drawings in electronic format, and all required warranties, have been turned over to BCAD staff.

2.25 **Force Majeure** shall mean acts of God, acts of public enemy, acts of governmental authority, or any other circumstance beyond the reasonable control of either party that delays or prevents performance under this Second Addendum, including delays caused to Airline by County in connection with its review and approval of matters in its regulatory capacity pursuant to this Second Addendum. A Force Majeure delay shall extend the Contract Time by the delay

time due to such Force Majeure event. Either party desiring to rely upon a Force Majeure event as the cause of any delay or nonperformance shall, when the cause arises, give prompt written notice to the other party and, when the cause ceases to exist, shall also give prompt written notice to the other party.

2.26 Leadership in Energy and Environmental Design or LEED shall mean the rating system for green building practices created by the United States Green Building Council (USGBC).

2.27 Notice-To-Proceed or NTP shall mean a written notice issued by the Contract Administrator authorizing Airline to perform procurement, design, or construction services.

2.28 Plans shall mean the construction documents including plans, drawings, and specifications with respect to the Project developed by the Design Professional in accordance with the Project Definition Document and applicable law and/or regulations.

2.29 Program Manager shall mean the firm with which Airline contracts to oversee the management, administration, supervision, and progress of completion of the Project.

2.30 Program Manager Contract shall mean the contract between Airline and the Program Manager for Project management, administration, and supervisory services.

2.31 Project shall mean the new Terminal 5, including the design and construction of a five (5)-gate facility and other terminal building improvements, and certain enabling projects related thereto, in accordance with **Exhibit A**, the Contract Documents, and all applicable federal, state, and County laws, rules, regulations, ordinances and requirements.

2.32 Project Area shall mean the areas in which the Project will be constructed described in **Exhibit B**.

2.33 Project Contractors shall mean Airline's Program Manager, Design Professional, Contractor, and CEI Professional.

2.34 Project Definition Document or PDD shall mean the document prepared by Ricondo & Associates, LLC dated January, 2021, which identifies the cost estimates and basis of design for the Project, including enabling projects, in accordance with all BCAD and other applicable requirements.

2.35 Public Art shall mean the artwork created under The Public Art and Design Program established and codified in Section 1-88 of the Broward County Code of Ordinances, and applicable County Administrative Code provisions.

2.36 Scope of Services shall mean the document attached as **Exhibit A** of this Second Addendum, as may be changed by Change Order or Amendment.

2.37 **Services** shall mean the services, duties and obligations to be carried out and performed by Airline under this Second Addendum or its Project Contractors in furtherance of this Second Addendum, including the Work.

2.38 **Substantial Completion** shall mean the date, as certified in writing by Airline and the Design Professional, and as finally determined by the Contract Administrator in Contract Administrator's reasonable discretion, that the Work is at a level of completion in substantial compliance with the Contract Documents and permits, such that the Work has passed inspection, testing and commissioning by all regulatory agencies, and County or its tenants can use, occupy and operate the Project for its intended purpose.

2.39 **Surety** shall mean the entity which is bound by the performance bond and payment bond with and for the Contractor in accordance with Section 255.05, Florida Statutes. The required forms for the performance bond and the payment bond are identified in **Exhibit F**.

2.40 **Work** shall mean the professional design and engineering services, construction, testing, inspection, and commissioning required for the Project by the Contract Documents, including all labor, materials, equipment, and services provided or to be provided by Airline's Project Contractors. The Work may constitute the whole or a part of the Project.

Additional words and phrases used in this Second Addendum or in an Exhibit to this Second Addendum but not defined above shall have the meanings as defined in this Second Addendum below, or if not defined in this Second Addendum, shall have the meanings defined in the Base Agreement, or if not defined therein, shall have their usual and customary meanings.

ARTICLE 3 - SCOPE AND COMPETITIVE SOLICITATION OF WORK

3.1 Airline shall administer and oversee the design, construction, and completion of the Project in accordance with the requirements of this Second Addendum.

3.1.1 This shall include the requirement to (1) establish and maintain realistic baseline schedules, cost estimates, and monthly progress schedules, with the input and participation of County, against which performance of the Work can be measured, giving attention to the details of time, costs and funding; (2) establish clear lines of responsibility, authority, and communication and engender a spirit of teamwork among all stakeholders, including County, Airline, and other key airport stakeholders; (3) conduct value engineering exercises as necessary, with the input and participation of County, to satisfy the required function at the lowest cost but consistent with performance, reliability, and maintainability; and (4) diligently pursue and prosecute to completion the Project in accordance with the construction schedule, suitable milestones, budget, and standards applicable thereto.

3.2 Airline shall competitively award the Program Manager Contract, Design Contract, Construction Contract and CEI Contract in accordance with the competitive solicitation requirements identified in **Exhibit C**.

ARTICLE 4 - PLANS; PROJECT COSTS

4.1 Airline and County shall cooperate with each other to expedite completion of the Plans in accordance with the Project Definition Document and the requirements of this Second Addendum.

4.2 County shall review and approve the Plans at thirty percent (30%) completion, sixty percent (60%) completion, ninety percent (90%) completion, the level of completion for establishment of the Initial Guaranteed Maximum Price ("IGMP") (per Section 4.2 of **Exhibit A**), and one hundred percent (100%) completion.

4.2.1 If County does not approve of the Plans at thirty percent (30%) completion, sixty percent (60%) completion, ninety percent (90%) completion, or at the level of completion for establishment of the IGMP, County shall have the option of terminating this Second Addendum upon twenty (20) calendar days' written notice to Airline by the Contract Administrator citing such non-approval of the Plans. Prior to providing said twenty (20) days' notice, the Parties shall meet to seek a resolution to County's objections.

4.2.2 If County does not approve the Plans at one hundred percent (100%) completion, the Parties shall meet to seek a resolution to County's objections. If, after ninety (90) days following County's non-approval, the Parties are unable to mutually resolve County's objections, then either party may terminate this Second Addendum upon twenty (20) calendar days' written notice to the other party, whereupon this Second Addendum shall terminate.

4.3 During negotiations of the IGMP and Final Guaranteed Maximum Price ("FGMP") for the Construction Contract, Airline shall determine whether, based on its reasonable estimation, all Services can be completed within the Contract Price and Contract Time (each a "Condition"). Within twenty (20) calendar days of Airline's written notice to County that a Condition cannot be met, County and Airline shall meet to review the viability of the Project and proceeding under this Second Addendum. County and Airline may either mutually agree (i) to recommend that County increase the Contract Price, increase the Contract Time, reduce the Services, or otherwise modify the Project such that a Condition can be met; or (ii) to terminate this Second Addendum. If no mutual agreement is reached at the meeting, either party shall have the right to terminate this Second Addendum upon written notice to the other within twenty (20) calendar days after the meeting, whereupon this Second Addendum shall terminate.

4.4 With the exception of Field Orders, at no time during the Project shall there be any changes to any part of the Project design, to the whole or any part of the Project, to the cost of the Work, or any value engineering made, without the express written approval of County.

ARTICLE 5 - BASE AGREEMENT; INSURANCE; SURVIVAL

5.1 Articles 3.2, Article 12.1, 17.5, 17.11, 17.12, 17.13, 17.24, 17.26, and 17.27 of the Base Agreement shall extend and apply to the Project, the Project Area, and all Services. The phrase,

“related to the Airline’s operations at the Airport or the subject matter of this Agreement” contained in Article 12.1 of the Base Agreement shall be deemed to apply to this Second Addendum, the Project, the Project Area, and all Services. Notwithstanding the incorporation by reference of the provisions of the Base Agreement set forth above, to the extent of any inconsistency between the terms of this Second Addendum and the terms of the Base Agreement, the terms of this Second Addendum shall supersede and control with respect to the Project to the extent of such inconsistency.

5.2 The insurance requirements for the Project are set forth in **Exhibit D**. Prior to commencement of the individual components of the Work, Airline shall provide County with Project Contractors’ evidence of the insurance coverage required for that component of the Work, as set forth in **Exhibit D**.

ARTICLE 6 - RECOVERY OF DAMAGES

Nothing contained in this Second Addendum or the Base Agreement shall preclude recovery of liquidated damages under **Exhibit A**, or recovery of costs to repair, replace, or complete defective or incomplete Work, and any administrative costs associated with that effort.

ARTICLE 7 - COUNTY OWNERSHIP OF PROJECT

7.1 Ownership of, and title to, any and all fixtures, equipment, materials, furnishings, and improvements (collectively, “materials”) installed in connection with the Project and the Contract Documents shall automatically and immediately vest in County when such items are paid for by County, irrespective of whether any retainage is withheld from such payment to Airline.

7.2 Airline shall cause any liens, claims, or encumbrances against any materials to be cleared and extinguished before such materials are installed or transferred for storage at the Airport or at an off-Airport bonded warehouse.

7.3 All finished and unfinished documents, Plans, drawings, manuals, photographs, studies, surveys and reports, and any other items created in connection with the Project, and any and all tangible items of non-consumed materials purchased by Airline and its Project Contractors, the costs of which have been reimbursed to Airline as a direct cost, shall be turned over to County on or before Final Completion or within thirty (30) calendar days after receiving written notice of termination under this Second Addendum, or disposed of as directed by the Contract Administrator, and the proceeds of any such disposal shall be credited to, or paid to, County. If disposal of any items directed by the Contract Administrator creates additional costs, the costs shall be fully reimbursable to Airline. County may withhold payment then due to Airline until Airline complies with the provisions of this article.

ARTICLE 8 - GOVERNMENT APPROVALS; COOPERATION

8.1 Airline shall cause its Project Contractors to secure all permits, licenses, and other governmental approvals required for the Project, and to arrange for all inspections and similar

procedural items as required by the governmental authorities having jurisdiction. County, as the Owner of the Airport, shall join in such governmental applications as reasonably necessary to obtain permits, licenses, and other governmental approvals necessary for performance of the Services.

8.2 The Parties shall work in good faith to obtain all necessary government approvals required for execution of the Project. In the event that the Parties are unable to obtain one or more necessary governmental approvals for the Project including, but not limited to, any required approvals from the FAA (including submission of form 7460, Notice of Proposed Construction or Alteration), despite the diligent efforts of the Parties, the Parties shall meet to determine whether to modify the scope of the Project or terminate this Second Addendum. If the Parties are unable to reach consensus at the meeting, then either party may terminate this Second Addendum upon twenty (20) calendar days' written notice to the other, whereupon this Second Addendum shall terminate.

8.3 Airline and County acknowledge that some portions of the Project Area are not within the Premises. County agrees to cooperate with Airline and its Project Contractors in connection with enabling performance of the Services, including granting access to Airport property (including the Project Area) as reasonably required in connection with performing the Services (provided that said Parties shall comply with the security requirements of BCAD and the requirements of any other governmental authority in connection therewith). To the extent that Airline or its Project Contractors require access to non-Airport property, County agrees to work in good faith with Airline and its Project Contractors to assist with obtaining access necessary to complete performance of the Services.

8.4 Nothing in this article or Second Addendum shall limit the exercise of County's legislative, regulatory, or quasi-judicial authority as a governmental body.

ARTICLE 9 - ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

9.1 County or Airline may request changes that would increase, decrease, or otherwise modify the Services, including changes to **Exhibit A**. Such changes must be contained in a Change Order or Amendment, prior to any deviation from the terms of this Second Addendum (including the initiation of any additional services). Any increase to the Contract Price must be approved by County.

9.2 Subject to the limitations of the preceding paragraph, costs of additional Services contained in a written Change Order or Amendment to this Second Addendum will be reimbursed on an hourly basis, a unit price basis, a cost of work basis (for which payment is made for materials, labor, and overhead and profit), or as an agreed-upon lump sum.

ARTICLE 10 - REIMBURSEMENT AND METHOD OF BILLING

10.1 Airline agrees to perform, or cause to be performed, all Services required under this Second Addendum for the maximum not-to-exceed Contract Price as set forth in **Exhibit A**.

Except as set forth in Section 10.5, Airline shall receive no separate compensation under this Second Addendum.

10.2 The Application and Certificate for Payment forms, indicated in **Exhibit E**, are the forms that Airline shall use to submit monthly pay requests, unless another format is later agreed to by the Contract Administrator and Airline. If required by the Contract Administrator, all costs must be classified and sorted based on the work breakdown structure (i.e., cost accounting) provided by the Contract Administrator. Airline shall provide detailed backup for pay requests that record actual hours, unit prices, salary costs and expense costs on an item basis, and by employee category so that total hours and costs by item may be verified. Airline shall also submit applicable certified payroll records for past and current pay requests upon request. For each pay request, Airline shall submit an original pay request with all backup to the Contract Administrator. Payment for Services will be made to Airline pursuant to wiring instructions provided by Airline.

10.3 All monthly pay requests shall show a summary of salary costs and reimbursables with accrual of the total and credits for portions paid previously. External reimbursables and subcontractor's fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number and project title which clearly indicate the expense is identifiable to the Project. Subsequent additions of the identifier to the invoice or receipt by Airline are not acceptable, and Airline must resubmit such invoices or receipts in compliance with this subsection. Internal subcontractor expenses must be documented by appropriate cost accounting forms with a summary of charges by category.

10.4 County, within fifteen (15) Business Days from receipt of Airline's proper Application and Certificate for Payment, shall pay Airline ninety percent (90%) of the construction costs shown to be due on the pay application, and one hundred percent (100%) of soft costs, including (1) expenses for architecture, engineering, permitting, inspection, testing, commissioning, and construction administration and management work performed; (2) Airline's outside legal costs necessary for procurement, negotiation, drafting, and legal analysis (not including the litigation of procurement protests under **Exhibit C**) of the Program Manager, Design, CEI or Construction Contracts; up to a total not-to-exceed reimbursable amount of Seventy Five Thousand Dollars (\$75,000.00); and (3) Airline's outside legal costs necessary to litigate disputes directly related to the Project or this Second Addendum, up to a total not-to-exceed reimbursable amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for all such litigation costs; provided, however, that any litigation costs incurred by Airline against County shall not be reimbursable. Any increase in the maximum not-to-exceed amounts in subsections (2) and (3) of this paragraph must be approved by County. In no event shall the total of all payments for construction and soft costs exceed the Contract Price. In the event that County disputes any portion of Airline's Application and Certificate for Payment, County shall nonetheless pay Airline, in accordance with this section, for all amounts not in dispute. Once any disputed item in an Application and Certificate for Payment is resolved to County's satisfaction, payment on the balance owed to Airline shall be made as soon as practicable, but not fewer than ten (10) Business Days from the date the disputed item is resolved.

10.5 Airline may submit the cost of Airline's personnel managing the Work for reimbursement up to a total not-to-exceed reimbursable amount of Two Hundred Thousand Dollars (\$200,000.00) per year, exclusive of pre-approved reimbursable travel expenses. The term cost of personnel as used herein shall mean the hourly salary rate actually paid to Airline's personnel engaged directly in the Work. Such hourly salary rate shall be calculated using an identified personnel's base annual salary and calculated to an hourly rate based upon a projected forty (40) hour work week. Airline shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals.

10.6 County may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator. Any interest earned on retainage shall accrue to the benefit of County.

10.7 After Substantial Completion, and after completion of all items necessary to achieve Final Completion, Airline may submit a request for release of all remaining retainage withheld under Section 10.6. If there is a good faith dispute as to whether any of the items have been completed, the Contract Administrator may withhold retainage up to one hundred fifty percent (150%) of the total cost to complete any such items. Any interest earned on retainage shall accrue to the benefit of County. Final Payment shall be made only after Final Completion. The Application and Certificate for Final Payment must be submitted to the Contract Administrator within ninety (90) calendar days after Final Completion.

10.8 Notwithstanding any provision of this Second Addendum to the contrary, Airline shall not be entitled to payment of any application for payment unless the Contract Administrator is reasonably satisfied that the application for payment reflects a level of effort and stage of completion of the respective deliverables that are in accordance with the schedules previously agreed to by Airline and County, as set forth in **Exhibit A**. Further, County may withhold payment, in whole or in part, to the extent necessary to protect itself from loss on account of inadequate or defective Services which have not been remedied, or from loss due to fraud or reasonable evidence indicating fraud by Airline, or Airline's failure to comply with this Second Addendum or the Contract Documents. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to Contract Administrator, payment shall be made within the timeframes set forth in Article 10. The amount withheld shall not be subject to payment of interest by County.

10.9 Airline shall pay the Project Contractors within ten (10) calendar days following receipt of payment from County for their Work. Airline agrees that, if it withholds an amount as retainage from the Project Contractors, it will release such retainage and pay same within ten (10) calendar days following receipt of payment of retained amounts from County. Airline shall contractually cause the Project Contractors to pay their subcontractors, subconsultants, and suppliers within seven (7) calendar days following receipt of payment from Airline for their Work.

ARTICLE 11 - COUNTY BUSINESS ENTERPRISE PROGRAM ("CBE") COMPLIANCE

11.1 Airline agrees to require the Project Contractors to comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances in the award and administration of this Second Addendum. Failure by Airline to carry out any of the CBE Program requirements, or to cause the Project Contractors to comply with such requirements, shall constitute a material breach of this Second Addendum, which shall permit County to terminate this Second Addendum in accordance with Section 13.1 or to exercise any other remedy available under this Second Addendum, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies are cumulative.

11.2 The CBE commitment established by the Broward County Office of Economic and Small Business Development ("OESBD") for the Project is twenty five percent (25%). Airline will ensure that the Project Contractors comply with these goal requirements of County's CBE Program. County and Airline agree that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation. Airline understands that each CBE firm utilized on the Project to meet the Commitment must be certified by OESBD. In an effort to assist County in achieving its established goal for the Project, Airline agrees to make, and require the Project Contractors make, good faith efforts to meet the committed CBE participation. Following selection of the Project Contractors, Airline shall provide OESBD executed Letters of Intent to which Airline shall bind the Project Contractors through their respective contracts. The Letters of Intent must be submitted and approved by OESBD prior to County's issuance of any Notice to Proceed for any Services under this Second Addendum.

11.3 The agreements with the Project Contractors shall provide that a certified CBE listed as a subcontractor in the Letters of Intent may not be terminated for convenience without County's prior written consent, which consent shall not be unreasonably withheld. Airline shall inform County immediately when a CBE firm is not able to perform or if Airline or its Project Contractors believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify that good faith efforts are being made to substitute the CBE firm with another CBE firm. The Project Contractors agreements shall provide that, whenever a certified CBE subcontractor is terminated for any reason, including for cause, the Parties shall, with notice to and concurrence of OESBD, make good faith efforts to substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from County changing **Exhibit A** and there is no available CBE to perform the new Services.

11.4 The Project Contractors' agreements shall require the Project Contractors to enter into formal contracts with the CBE firms selected to fulfill the CBE Commitment for this Second Addendum and provide copies of their contracts with such firms to the Contract Administrator and OESBD upon request.

11.5 Airline shall allow County to engage in on-site reviews to monitor Airline's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and

monitoring shall be by OESBD in conjunction with the Contract Administrator. Airline shall cause County to have access, without limitation, to Airline's, and its Project Contractors' books and records related to the Project, including payroll records, tax returns and records, and books of account, on five (5) Business Days' notice, to allow County to determine Airline's compliance with its commitment to the CBE Commitment and the status of any CBE firm performing any portion of the Work for the Project.

11.6 Airline understands that it is the responsibility of the Contract Administrator and OESBD to monitor compliance with the CBE requirements. In that regard, Airline agrees to furnish monthly reports regarding CBE compliance to the Contract Administrator with its partial pay requests under Article 10. The submission of the report required by this subsection shall be a condition of payment to Airline. The monthly reports shall be submitted on a form provided by County.

11.7 Airline agrees that nonpayment of a CBE contractor, subcontractor or supplier, shall be a material breach of this Second Addendum and that County's Contract Administrator may, at his or her option, increase allowable retainage or withhold progress payments unless and until Airline demonstrates timely payments of sums due to such contractor, subconsultant, subcontractors or suppliers. Airline agrees that the presence of a "pay when paid" provision in a contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this section shall not be employed when Airline demonstrates that failure to pay results from a bona fide dispute with the CBE contractor, subconsultant, subcontractor or supplier.

11.8 If Airline, or its Project Contractors fail to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Airline, or its Project Contractors fail to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Airline, or its Project Contractors failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, the Project Contractors shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Project Contractors failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Project Contractors' breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Airline, or its Project Contractors, shall not be deemed a failure by Airline, or its Project Contractors to meet the Commitment.

11.9 Airline acknowledges that County, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Airline and shall include a deadline for Airline to notify County in writing if Airline concludes that the modification exceeds the authority under this section. Failure of Airline to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Airline.

11.10 County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Airline shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

11.11 Airline shall provide written monthly reports to the Contract Administrator attesting to Airline's compliance with the CBE goal stated in this article. In addition, Airline shall allow County to engage in on-site reviews to monitor Airline's progress in achieving and maintaining Airline's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by County Administrator.

11.12 The Contract Administrator may increase allowable retainage or withhold progress payments if Airline or its Project Contractors fail to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Project Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

ARTICLE 12 - PREPARATION OF CONTRACT DOCUMENTS AND REQUIREMENTS THEREOF

Airline shall prepare all Contract Documents with respect to the completion of the Project under this Second Addendum.

12.1 Program Manager Contract Requirements. The Program Manager Contract requirements are set forth in **Exhibit G**.

12.2 Design Contract Requirements. The Design Contract requirements are set forth in **Exhibit H**.

12.3 Construction (Manager) Contract Requirements. The Construction Contract requirements are set forth in **Exhibit I**.

12.4 CEI Contract Requirements. The CEI Contract requirements are set forth in **Exhibit J**.

ARTICLE 13 - TERMINATION

13.1 This Second Addendum may be terminated for cause by action of Board or by Airline if the party in breach has not corrected the breach or taken steps to cure the breach within twenty (20) calendar days' written notice from the aggrieved party identifying the breach ("Cure Period").

13.2 Termination of this Second Addendum for cause for breach of a "material term" as defined in Section 21.3 shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to make payment due under this Second Addendum, failure to suitably perform the Services, or failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives as set forth in this Second Addendum.

13.3 This Second Addendum may also be terminated by the Board for cause if Airline is placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes), the Scrutinized Companies with Activities in Sudan or in the Iran Petroleum Energy Sector Lists (as provided in Section 215.473), or as otherwise required by applicable law, regulation, ordinance, or administrative code.

13.4 This Second Addendum may also be terminated by the Board for cause upon the disqualification of Airline by County's Director of the Office of Economic and Small Business Development if Airline obtained this Second Addendum or attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement.

13.5 The continuation of this Second Addendum beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes, as it may be amended from time to time. If County terminates this Second Addendum due to lack of appropriation and availability of funds at any time after the fiscal year ending September 30, 2021, then County shall provide at least thirty (30) days' written notice of termination to Airline.

13.6 If this Second Addendum is terminated by either party, County shall reimburse all costs actually incurred by Airline in connection with the Project through the effective date of such termination, in accordance with the procedures set forth in Article 10, above, except that any costs incurred by Airline as a result of its own negligence, recklessness, or intentional misconduct shall not be reimbursed.

13.7 Notice of termination under this article shall be provided in accordance with Section 17.3, except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be by oral notice which shall be confirmed in writing within seventy-two (72) hours in accordance with Section 17.3.

13.8 This Second Addendum may be terminated for convenience, for any reason or no reason, in writing by the Board upon twenty (20) days written notice to Airline (delivered by certified

mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective.

13.9 If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and the rights and obligations of County and Airline shall be the same as if the termination had been exercised pursuant to the Termination for Convenience clause as set forth herein.

13.10 Upon being notified of County's election to terminate, Airline shall refrain from performing further Services or incurring additional expenses under the terms of this Second Addendum.

13.11 In the event of any termination, any amounts due to Airline shall be withheld by County until all documents and tangible items of non-consumed equipment and materials are provided to County in accordance with Article 7.

13.12 In the event this Second Addendum is terminated then the Base Agreement shall remain in full force and effect and shall continue in existence subject to its terms and provisions, but not thereafter modified in any respect by this Second Addendum.

13.13 Assignment or Termination of Project Contracts.

13.11.1 Airline agrees that upon any termination of this Second Addendum for any reason, County may elect one of the following:

13.11.1.1 Upon written notification by County to Airline, Airline will cause the assignment of any or all of the Project Contractors' contracts to County, and such contracts shall contain a provision requiring the Project Contractors to accept such assignment and to continue to be bound by the terms of the contract; or

13.11.1.2 If County desires to utilize other Program Manager, Design Professional, Contractor or CEI Professional to complete the Project, then those contracts shall terminate on such date as is specified in County's written notice to that effect, and such contracts shall contain a provision requiring their termination in such event.

13.11.2 The Parties hereby acknowledge and agree that in all cases where this Second Addendum is terminated and Contract Documents are assigned to County as set forth in this Second Addendum, Airline shall be released of all further obligations under such Contract Documents that are assigned by Airline to County for events occurring post-assignment, unless such events are caused by the negligent, reckless or intentional acts of Airline prior to termination or assignment.

13.14 Remedies. In the event of a default by either County or Airline under this Second Addendum, which default is not cured within the Cure Period, then in addition to the remedies

set forth in this article, the Parties shall be entitled to any and all remedies available at law or in equity with respect to such default; provided, however, that such remedies for damages shall be limited to (1) recovery of liquidated damages as set forth in **Exhibit A**, and (2) recovery of costs to repair, replace, or complete defective or incomplete Work. This provision shall survive any termination of this Second Addendum up to and including the time frame allowed for claims under applicable Florida law.

13.15 In all respects hereunder, County's performance under the Base Agreement and this Second Addendum is pursuant to County's position as the lessor under the Base Agreement and the owner of the Airport Terminal in which the Project will be constructed. In the event County exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to County's regulatory authority as a governmental body and shall not be attributable in any manner to County as a party to this Second Addendum and the Base Agreement; provided, however, that in the event County exercises its regulatory authority as a governmental body in a manner that prevents performance by Airline under this Second Addendum, Airline shall have the right to terminate this Second Addendum upon thirty (30) calendar days' written notice to County.

13.16 Termination for Force Majeure. Upon occurrence of any Force Majeure event resulting in a partial or total closure of any terminals or Air Operations Areas ("AOA") of the Airport, a loss of any licenses, permits, or certificates necessary to conduct air traffic operations at the Airport, a substantial diminution in flight capacity at the Airport, or the inability of either party to perform its obligations under this Second Addendum for thirty (30) or more consecutive calendar days, then the Parties may terminate this Second Addendum upon mutual agreement. If the Parties are unable to mutually agree whether to terminate this Second Addendum under this provision, the Parties shall meet within twenty (20) calendar days to resolve their disagreement. If the Parties are unable to reach an agreement at the meeting, and the triggering circumstance justifying a termination under this Second Addendum remains in effect, then the party seeking termination may unilaterally terminate this Second Addendum upon thirty (30) calendar days' written notice to the other, whereupon this Second Addendum shall terminate.

ARTICLE 14 - PUBLIC RECORDS; AUDIT RIGHTS; RETENTION OF PROJECT RECORDS

14.1 Public Records. To the extent, Airline or the Project Contractors, are acting on behalf of County as stated in Section 119.0701, Florida Statutes, they shall:

14.1.1 Keep and maintain public records required by County to perform the services under this Agreement;

14.1.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

14.1.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Airline and Project Contractors will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Airline and Project Contractors contend constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Airline and Project Contractors must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to County for records designated by Airline and Project Contractors as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Airline and Project Contractors. Airline and Project Contractors shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF AIRLINE AND PROJECT CONTRACTORS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6100, AVADDOCCONTROL@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FL 33315.

14.2 Airline acknowledges that County anticipates funding from Florida Department of Transportation (FDOT) for the Project and that County has or will have certain reporting

requirements under applicable grant agreements. Upon request from County, Airline agrees to promptly provide County with all records and information reasonably necessary for County to comply with its grant agreement obligations. If requested by County, Airline will modify and will require the Project Contractors to modify, applicable schedules of values and applications for payment categories to align with various funding sources.

14.3 Audit. County shall have the right, at a reasonable place and time, to audit the Project Records of Airline, the Project Contractors, and their subcontractors/subconsultants. Airline and Project Contractors shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Airline and Project Contractors' employees, Subconsultants, vendors, or other labor.

ARTICLE 15 - REPRESENTATIONS OF AIRLINE

Discriminatory Vendor List and Scrutinized Companies Lists. Airline represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Airline represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

ARTICLE 16 - PUBLIC ENTITY CRIMES ACT

16.1 Airline represents that the execution of this Second Addendum will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public services, may not submit bids on leases of real property to County, may not be awarded or perform services as a contractor, supplier or subcontractor under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this article shall result in termination of this Second Addendum, and may result in debarment from County's competitive procurement activities.

16.2 Airline further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved or whether Airline has been placed on the convicted vendor list.

ARTICLE 17 - REPRESENTATIVES OF COUNTY AND AIRLINE - NOTICES

17.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator shall inform Airline in writing of County's representative to whom matters involving the conduct of the Project shall be addressed.

17.2 Airline shall inform the Contract Administrator in writing of Airline's representative to whom matters involving the conduct of the Project shall be addressed.

17.3 Notices. Whenever either party desires to give notice to the other with respect to any matter related to this Second Addendum, such notice must be in writing, sent by email and certified United States Mail, postage prepaid, return receipt requested, or by reliable overnight courier, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until changed in writing in compliance with the provisions of this article. The Parties designate the following as the respective places for giving of notice:

FOR BROWARD COUNTY:

Marc Gambrill, Aviation Chief Development Officer
Broward County Aviation Department
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315
Email: mgambrill@broward.org

with a copy to:

Richard Welch, Project Manager
Broward County Aviation Department
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315
Email: rwelch@broward.org

FOR AIRLINE:

U. S. Mail and Overnight:
JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, NY 11101
Attn: VP, Infrastructure Properties & Development

with a copy to:

JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, NY 11101
Attn: General Counsel

ARTICLE 18 - NO CONFLICTS

18.1 The directors and officers of Airline shall not, until the Project is complete, serve as an expert witness against County in any legal or administrative proceeding in which they are not a party, unless compelled by court process or unless Airline is involved in such proceeding. Further, Airline agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of their expert opinion, which is adverse or prejudicial to the interests of County or in connection with any such pending or threatened legal or administrative proceeding unless compelled by judicial process or unless Airline is involved in such proceeding. The limitations of this article shall not preclude such persons from representing or testifying for themselves or Airline in any action or in any administrative or legal proceeding.

18.2 The directors and officers of Airline shall not perform consulting services or provide legal services that would in any way be in conflict with the Project or detrimental to the Project, or for any municipality, developer, tenant or landowner developing or having property within the Airport boundaries, including such additional property that may need to be acquired to implement Airport development. At least ten (10) calendar days prior to undertaking any services for any of the listed entities, the Contract Administrator shall be provided with a written description of the contemplated services and the Contract Administrator shall promptly advise as to whether such services would be detrimental to the Project or in conflict therewith.

18.3 The directors and officers of Airline shall not have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with such party's loyal and conscientious exercise of judgment and care related to its performance of the Services for the Project.

18.4 Notwithstanding the above, none of the provisions of this article shall restrict in any way any officer or director from acting as required by judicial process or from acting on behalf of Airline in any legal or arbitration proceeding in which Airline is involved pertaining to any agreement between County and Airline as of the Effective Date.

18.5 Airline shall contractually require its Project Contractors to comply with the provisions of this article.

ARTICLE 19 - INDEPENDENT CONTRACTOR, THIRD PARTY BENEFICIARIES

19.1 Airline is an independent contractor of County. Services provided by Airline shall be subject to the supervision of Airline. In providing the Services, Airline or its agents shall not be acting and shall not be deemed as acting as officers, employees or agents of County.

19.2 The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Second Addendum or the Base Agreement. Neither Airline nor County intend to directly or substantially benefit a third party by this Second Addendum or the Base Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Second Addendum or the Base Agreement and that no third party shall be entitled to assert a right or a claim against either of them based upon this Second Addendum or the Base Agreement.

19.3 This Second Addendum and the Base Agreement shall not constitute or make the Parties a partnership or joint venture or create any other joint relationship. County does not extend to Airline or Airline's agents any authority of any kind to bind County in any respect whatsoever.

ARTICLE 20 - COMPLIANCE WITH LAWS

Airline shall keep, and shall require its Project Contractors to keep, fully informed of all federal, state, County, and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect the Work, the Project or Services authorized under the terms of this Second Addendum. Airline shall at all times observe and comply, and require its Project Contractors to observe and comply, with all such laws, ordinances, codes, rules, regulations, orders, and decrees in performing its duties, responsibilities, and obligations related to this Second Addendum.

ARTICLE 21 - ADDENDUM SEVERABLE; WAIVER OF BREACH; MATERIALITY

21.1 In the event any provision of this Second Addendum is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Second Addendum shall continue to be effective.

21.2 Failure by either party to enforce any provision of this Second Addendum shall not be deemed a waiver of such provision or modification of this Second Addendum. A waiver of any breach of a provision of this Second Addendum shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Second Addendum.

21.3 County and Airline agree that each requirement, duty, and obligation set forth in this Second Addendum relating to Project cost or payment, Project delay, indemnification and insurance obligations, defective Services, fraud or misrepresentation in the negotiation or performance of this Second Addendum, or non-compliance with applicable laws in the performance of this Second Addendum, is substantial and important to the formation of this

Second Addendum and, therefore, is a material term hereof, the breach of which shall constitute a default justifying termination for cause under Article 13.

ARTICLE 22 - JOINT PREPARATION

The Parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Second Addendum has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

ARTICLE 23 - PRIORITY OF PROVISIONS - OTHER PROJECTS

23.1 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached to this Second Addendum or any document or events referred to or incorporated in this Second Addendum, and a term, statement, requirement, or provision of Articles 1 through 27, the term, statement, requirement, or provision contained in Articles 1 through 27 shall prevail and be given effect. Notwithstanding anything contained herein to the contrary, any default by either County or Airline pursuant to this Second Addendum shall not affect in any way the terms and provisions of the Base Agreement and that to the extent of any breach or disagreement with respect to the transactions contemplated by this Second Addendum, the terms and provisions of this Second Addendum shall set forth the only remedies of the Parties and that no such breach shall constitute a default under the Base Agreement or otherwise affect the rights, obligations and benefits of either County or Airline under the Base Agreement as if this Second Addendum had not been executed.

23.2 If, with respect to the Project, the Services, or the Work (as determined by County), there is a conflict or inconsistency between (i) any part of the Contract Documents, and (ii) any term, statement, requirement, or provision of the Base Agreement, or any exhibits to the Base Agreement, or any document or events referred to in the Base Agreement, or any document incorporated into the Base Agreement by reference (collectively, the "Base Agreement Documents"), then the Contract Documents shall prevail and be given effect.

23.3 If there is any conflict between the Contract Documents and the Base Agreement Documents that does not relate to the Project, the Services or the Work (as determined by County), then the Base Agreement shall prevail.

23.4 County has the right to enter into contracts with other parties in connection with this Project and other County projects. To the extent that such contracts may interfere with or otherwise have a material impact on execution of the Project, Airline shall be afforded an opportunity to consult with the County on the scope of such contracts prior to execution. In addition, if such contracts cause a delay in Substantial Completion of the Project, Airline and its Project Contractors shall seek relief under the appropriate Project contracts. Airline and the Project Contractors shall afford such other parties reasonable opportunity for the introduction and

storage of their materials and the execution of their work, and shall properly coordinate this Work with theirs. Airline and the Project Contractors shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to not interfere with or impact any other contractor on the site or any other County project.

ARTICLE 24 - EFFECT OF THIS ADDENDUM

This Second Addendum, as amended, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Second Addendum, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter that are not contained in this Second Addendum. Accordingly, the Parties agree that no deviation from the terms of this Second Addendum shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 25 - AMENDMENTS

No modification, amendment, addendum, or alteration in the terms or conditions contained in this Second Addendum shall be effective unless contained in a written document prepared with the same or similar formality as this Second Addendum and executed by County and Airline.

ARTICLE 26 - JURISDICTION; APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL

The Parties hereby irrevocably submit to the jurisdiction of Florida's state or federal courts in any action or proceeding arising out of or relating to the Base Agreement and this Second Addendum, and hereby irrevocably agree that all claims in respect to such action or proceeding shall be heard and determined in Broward County, Florida, the venue site. The Parties agree that the Base Agreement and this Second Addendum shall be construed and interpreted according to the laws of the state of Florida. **BY ENTERING INTO THIS SECOND ADDENDUM, THE PARTIES HEREBY EACH EXPRESSLY WAIVE ANY RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS SECOND ADDENDUM. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS SECOND ADDENDUM AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

ARTICLE 27 - MULTIPLE ORIGINALS

This Second Addendum may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have made and executed this Second Addendum to Signatory Terminal Building Lease Agreement: BROWARD COUNTY through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2021, and JetBlue Airways Corporation, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

Alexander J. Williams, Senior Assistant County Atty
Digitally signed by Alexander J. Williams, Senior Assistant County Atty
Date: 2021.06.14 09:33:36 -04'00'

By _____
Alexander J. Williams, Jr.
Senior Assistant County Attorney

Digitally signed by MICHAEL KERR
MICHAEL KERR
Date: 2021.06.14 09:38:46 -04'00'

By _____
Michael J. Kerr
Deputy County Attorney

AW/ch
2nd Addm. T5 TBLA
05/17/2021
80071.0027

**SECOND ADDENDUM TO THE SIGNATORY TERMINAL BUILDING LEASE
AGREEMENT BETWEEN BROWARD COUNTY AND JETBLUE AIRWAYS
CORPORATION FOR THE MANAGEMENT OF THE CONSTRUCTION OF TERMINAL 5**

AIRLINE

ATTEST:

JETBLUE AIRWAYS CORPORATION

Brend Nelson

Corporate Secretary

By Lisa Reifer

Name: Lisa Reifer

Title: VP, Infrastructure

(CORPORATE SEAL)

7th day of June, 2021

WITNESS:

Signature

Print Name of Witness above

Renée Anckner

Signature

Renée Anckner

Print Name of Witness above

EXHIBIT A - SCOPE OF SERVICES; CONTRACT TIME; CONTRACT PRICE; LIQUIDATED DAMAGES

1. Generally, the Project consists of a two-level, 5-gate domestic concourse with the corresponding ticketing, inbound and outbound baggage processing, security screening checkpoint, retail and food/beverage concessions along with the corresponding support spaces, public spaces and circulation including two separate elevated pedestrian bridges, building systems, and other airport/airline/building support spaces necessary for operating T5. The Project is located to the east of Terminal 4 and Concourse G, in the general location of the existing G-ramp aircraft remote parking positions. Terminal 5 will have a fixed connection (secure and/or non-secure) to Terminal 4/Concourse G. The Project also includes the replacement of the existing remote aircraft parking positions at a new location to the south of Concourse G, along the mechanically stabilized earth (MSE) wall supporting the south runway. These positions are needed to restore the aircraft parking positions being displaced by T5.

The Project will provide five (5) contact gates sized for Airplane Design Group (ADG) III aircraft, represented by the B737-900 and Airbus A-321 aircraft; additionally, the two southernmost ADG III positions will be designed to accommodate one (1) wide body aircraft (having a length up to 224 feet – this length limitation, resulting in a three narrow body plus one wide body parking configuration, avoids impacts to the aircraft parking capacity for existing Gate G3). The Project also includes private and commercial vehicle terminal curbs, as well as an access roadway system that would connect to the existing, lower (arrivals) level roadway and outbound roadway system.

2. Contract Time.

2.1 Substantial Completion shall occur within 890 calendar days after the issuance of the Third Notice to Proceed.

2.2 Final Completion shall occur within 980 calendar days after the issuance of the Third Notice to Proceed.

3. Contract Price. The budget for the Project is Three Hundred and Six Million Dollars (\$306,000,000), subject to adjustment as provided in the Second Addendum.

4. Services of Airline. Airline shall undertake the Project in the following manner:

4.1 Notices to Proceed. Prior to the commencement of any Services under this Second Addendum, Airline must receive a written Notice to Proceed from BCAD. BCAD shall not be obligated to pay Airline for any Work that has not been previously authorized by a Notice to Proceed from BCAD.

4.1.1 First Notice to Proceed. Upon issuance of the first Notice to Proceed, Airline shall competitively procure the Program Manager, Design Professional, Contractor, and CEI Professional in compliance with **Exhibit C** of this Second Addendum. Upon selection and contracting with the Program Manager and

Design Professional, Airline in collaboration with BCAD, shall validate the PDD and commence the design.

4.1.2 Second Notice to Proceed. Upon selection and contracting with the Contractor, a second Notice to Proceed shall be issued to Airline authorizing commencement of preconstruction services by Contractor and selection and contracting with the CEI Professional.

4.1.3 Airline will conduct periodic design review sessions with BCAD and will submit design Plans to BCAD for review, comment and approval at the thirty percent (30%) completion, sixty percent (60%) completion and ninety percent (90%) completion intervals. If BCAD does not approve of the design Plans at thirty percent (30%) completion, sixty percent (60%) completion, ninety percent (90%) completion or at the level of completion for establishment of the IGMP, County shall have the option of terminating this Second Addendum upon twenty (20) calendar days' written notice to Airline by the Contract Administrator citing such non-approval of the Plans. Prior to providing said twenty (20) days' notice, the Parties shall meet to seek a resolution to County's objections.

4.1.4 After BCAD's approval of each stage of design Plans, which review and comment shall be provided within ten (10) business days of each submission, BCAD and Airline shall determine when completion of design plans are at a sufficient level from which an IGMP can be determined. Once such determination, the IGMP may be established and issued to Contractor. After approval and issuance of the IGMP, early or enabling construction services may commence. Airline will submit one hundred percent (100%) construction documents with specifications for BCAD review, comment, and approval.

4.1.5 If County does not approve the one hundred percent (100%) construction documents, the Parties shall meet to seek a resolution to County's objections. If, after ninety (90) days following County's non-approval, the Parties are unable to mutually resolve County's objections, then either party may terminate this Second Addendum upon twenty (20) calendar days' written notice to the other party, whereupon this Second Addendum shall terminate.

4.1.6 Third Notice to Proceed. Upon approval of one hundred percent (100%) construction documents, a third Notice to Proceed shall be issued authorizing negotiation of and issuance of the FGMP.

4.2 Change Orders. All change order requests to and from Project Contractors shall be submitted to Contract Administrator for review and approval. Such requests shall detail the costs and back-up materials, including all applicable quotes for supplies and services, and justification or cause for requested changes. Prior to submission to Contract Administrator, all change orders shall be signed and certified as accurate, true and correct

by Airline and the respective Project Contractor. Requests to increase the Contract Price must be approved by County.

4.3 Attic Stock. Airline and County will work together to determine an appropriate level of attic stock.

4.4 Warranties. Airline shall use commercially reasonable efforts to ensure that the Contractor warrants to Airline and to County that all materials and equipment furnished under the Construction Contract will be new unless otherwise specified, and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. Airline and County shall develop a schedule of warranties for materials and equipment, and such warranties shall be for a period of not less than two (2) years from the date of Substantial Completion.

4.5 Progress Payments. Each monthly Application and Certificate for Payment shall be signed and certified as accurate, true and correct by Airline and Program Manager, and shall detail all the information as indicated in **Exhibit E**. Airline shall provide the following documents with each pay application:

4.5.1 Releases of claims from the Contractor, and the Contractor's subcontractors, for Work performed and paid for by County to Airline in the immediately preceding Application and Certificate for Payment; and

4.5.2 An updated progress schedule as required by the Contract Documents.

4.6 Testing. Prior to Final Completion, all required inspections and testing of the Work, including inspections and testing by all regulatory agencies having jurisdiction, shall be conducted and successfully passed.

4.7 Substantial Completion. When Airline and the Design Professional believe that substantial completion is reached, Airline shall cause the Design Professional to submit a certificate of Substantial Completion to Contract Administrator. Contract Administrator shall then review the Project status for concurrence and approval and declare, within five (5) days, whether Substantial Completion has been reached by written notification to Airline. If Substantial Completion is not declared by Contract Administrator within such period, Contract Administrator shall issue a list of items necessary to achieve Substantial Completion.

4.8 Final Completion. When Final Completion is reached, Airline shall have the Contractor submit a request for a certificate of Final Completion to Contract Administrator which shall state that Final Completion has been reached. BCAD shall then review the Project status for concurrence and approval.

5. Liquidated Damages. Time is of the essence throughout this Second Addendum, subject to Force Majeure. Airline shall include in the Construction Contract a liquidated damages

provision providing for the assessment of liquidated damages if the Contractor does not achieve Substantial Completion by the date established in the Second Addendum. The Contractor shall be assessed liquidated damages in the amount of Twenty-seven Thousand Dollars (\$27,000.00) per day for each and every day the Work is not substantially complete beyond such date. If, after Substantial Completion, the Contractor fails to achieve Final Completion by the date established in the Second Addendum, the Contractor shall be assessed daily liquidated damages in the amount of Five Thousand Dollars (\$5,000.00) until Final Completion is achieved.

Airline will pass through to County any and all liquidated damages assessed by Airline under the Liquidated Damages Clause in the Construction Contract. Liquidated damages will either be passed through as payments (if liquidated damages exceed amounts otherwise owed to Contractor under the Construction Contract) or a reduction in the amount of reimbursement request set forth in the Application and Certificate for Payment (if liquidated damages are less than amounts otherwise owed to Contractor under the Construction Contract).

6. Collaborative Efforts. Airline shall provide or cause to be provided to County reasonable advance notice of: regularly scheduled construction meetings and permitting County or its respective authorized designees, to attend such meetings; notice of inspections by consultants, access to inspection reports; scheduling and conducting preconstruction and construction meetings; commencing, defending and settling any legal or arbitration actions and/or proceedings concerning the design and construction; and, negotiating final payments, claims and/or final settlements with all Parties involved in the construction of the Project. The Airline shall provide the following information for the Monthly Executive Project meetings:

1. Accomplishments during the last period (month)
2. Milestones and/or tasks completed
3. Current activities
4. Critical paths that may impact budget and/or schedule
5. Budget overview
6. CBE overview

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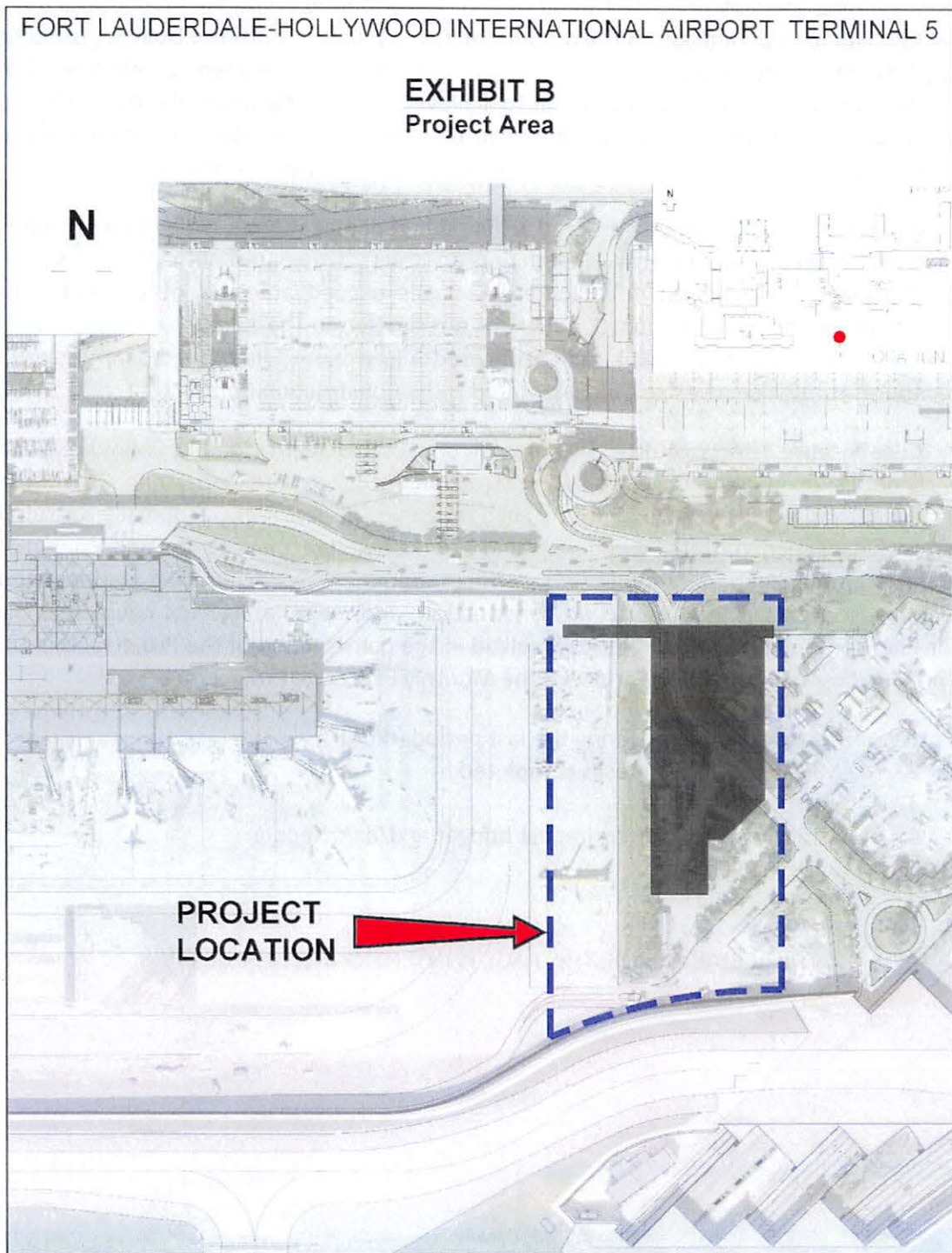


EXHIBIT C - PROJECT COMPETITIVE SOLICITATION REQUIREMENTS

Airline shall competitively award the Program Manager Contract, Design Contract, Construction Contract and CEI Contract in accordance with the following requirements:

A. **Construction Contract - Request for Proposals.** Airline shall prepare and issue in Airline's name a Request for Proposals ("RFP") inviting licensed construction contractors authorized to do business in Florida to submit proposals to provide Construction Manager at Risk services for the Project. Airline shall involve County and in good faith give consideration to County's recommendations concerning the preparation of bid packages, selection of Project Contractors and negotiations with all Project Contractors for all portions of the Work.

1. **Public Advertisement of RFP.** Airline shall advertise the solicitation at least once in a newspaper or periodical of general circulation in Broward County, and such advertisement shall contain a general description of the Project and instruct interested firms to contact Airline for the solicitation package. In addition, Airline shall advertise the solicitation on the Internet and a website, and may contact and invite certain firms of its choosing to respond to the solicitation. The deadline for submittals shall be at least thirty (30) calendar days after the posting of the public advertisement.

2. **RFP Requirements.** The RFP shall include:

(a) A summary of the scope of services to be performed and a brief description of the solicitation process, including the protest process set forth below.

(b) Contract terms and conditions including the requirements of Article 12 and Exhibits G, H, I, and J, as applicable. Proposers shall be asked to identify any objections, issues, or concerns they have regarding those terms and conditions.

(c) The pertinent solicitation and Project requirements, including:

(i) The use of Building Information Modeling ("BIM") in accordance with the Contract Documents;

(ii) Compliance with the LEED certification process;

(iii) The insurance coverage requirements in Exhibit D of this Second Addendum;

(iv) Submission of the Performance Bond and Payment Bond on the forms identified in Exhibit F of this Second Addendum. Each bond shall be in the names of County and Airline, shall be in the full amount of the Construction Contract, and shall be increased in the amount of any increase to the Construction Contract;

(v) Compliance with the Project's Public Art requirements;

(vi) Compliance with County Prevailing Wage rates;

(vii) "Responsibility" criteria for determining whether each proposer has the capability in all respects to perform the contract requirements, and the experience, integrity and reliability which will assure good faith performance and successful completion of the Project, including:

A. The required CBE Commitment established by the Broward County Office of Economic and Small Business Development (OESBD). All firms utilized on the Project to meet the CBE Commitment must be certified by OESBD.

Airline shall require proposers to complete and submit the Letters of Intent provided by County. If these submittals reveal that any proposer has not achieved the required CBE Commitment, the proposer shall complete and submit the Application and Evaluation of Good Faith Effort. OESBD will determine whether the proposer made good faith efforts to meet the goal.

A proposer shall be considered non-responsible unless it has satisfied the required CBE Commitment or demonstrated good faith efforts to satisfy the goal.

B. Financial Information;

C. Litigation/Claims History;

D. Debarment or removal from Airline's or County's vendors' lists;

E. If any exist, a final decree, declaration or order by a court, administrative hearing officer, or other tribunal that the proposer has breached or failed to perform a contract; and

F. Performance history on contracts with Airline and Broward County.

(viii) Applicable Project-specific evaluation criteria, such as:

A. Experience and capability, including airport projects and terminal facilities;

B. Ability/adequacy of professional personnel;

C. Past performance;

- D. Willingness to meet time and budget requirements;
- E. Office location;
- F. Recent, current and projected workloads;
- G. Experience/proficiency in the use of BIM; and
- H. Experience in LEED certification.

Price shall not be considered as a factor in the evaluation or ranking of the proposers. Each factor shall be assigned a percent (weight), based on importance, the total of which shall equal one hundred percent (100%). The criteria established by Airline for evaluating the RFP shall be approved by BCAD, and such approval shall not be unreasonably withheld. The BCAD approved evaluation criteria, along with standard questions to be answered by all RFP proposers, shall be included in the RFP.

(ix) A “Cone of Silence” provision prohibiting proposers and their representatives from communicating with the members of the Selection Committee from the time of such members’ appointment until submission of the Committee’s final ranking. Airline may designate someone who is not a Committee member to respond in writing to written requests for information from prospective proposers. The name and contact information of the designated person shall be contained in the RFP.

(x) A requirement that each proposer disclose any Airline or Broward County officer or employee, or any “relative” of any such officer or employee (as “relative” is defined in Section 112.3135(1)(d), Florida Statutes), who is an officer or director of, or has a material interest in, the proposer’s business, and who is in a position to influence the procurement.

(xi) A statement that, upon receipt, all proposals become “public records” subject to disclosure consistent with Chapter 119, Florida Statutes;

(xii) A statement requiring execution of a Non-Disclosure Agreement prior to receipt of the Plans or other Contract Documents containing sensitive security or other information exempt from public disclosure;

(xiii) A statement that any person or entity having any input or involvement in the development of the RFP specifications, criteria or requirements, solicitation or evaluation of proposals, decision to award, or any other activity pertinent to the RFP is disqualified from competing for,

or participating in, any contracting opportunities in connection with the RFP; and,

(xiv) Use a form of agreement in substantially the same form as County's forms located here:

[Standard Managing General Contractor Construction Agreement Form \(broward.org\)](http://broward.org)

And, include BCAD's standard FAA, FDOT Security, BIM, and Electronic Media provisions applicable to construction located here:

[Airport Additional Requirements BCF 170 \(broward.org\)](http://broward.org)

3. **Pre-Submittal Conference/Walk-Thru.** Airline, at its option, may conduct a pre-submittal conference and/or walk-thru of the Project Area for proposers.
4. **Selection Committee.** A Selection Committee ("SC") consisting of two Airline-appointed members and one BCAD-appointed member shall meet to evaluate the proposals. The SC shall determine the responsiveness and responsibility of the proposers prior to scoring them in accordance with the Project-specific criteria. The SC shall conduct discussions with, and may require presentations by, at least three (3) proposers regarding their qualifications, approach to the Project, and ability to furnish the required services; provided, however, that the SC may conduct discussions with fewer than three (3) proposers if fewer than three (3) proposers submitted proposals, or if fewer than three (3) proposers were deemed "responsive" and "responsible" by the SC. The SC shall score the firms for ranking in order of preference.
5. **Rejection of Proposals.** The SC may vote to reject all proposals in furtherance of the best interests of the Project. Within ten (10) calendar days after rejection of all proposals, County and Airline shall meet to determine whether (1) to conduct a re-solicitation or (2) to terminate this Second Addendum. If no mutual agreement is reached at the meeting, either party shall have the right to terminate this Second Addendum upon written notice to the other within twenty (20) calendar days after the meeting, whereupon this Second Addendum shall terminate.
6. **No Conflict of Interest.** All SC members shall be free of conflicts of interest as provided by Part III, Chapter 112, Florida Statutes. No person shall be appointed to the SC whose service would create the appearance of a conflict of interest.
7. **Public Meeting Requirement.** All meetings of the SC shall be publicly advertised, open to the public, and conducted in Broward County at a facility accessible to members of the public, including the disabled. Summary minutes of the meeting shall be taken.

8. **Florida “Sunshine” Requirement.** From the time of appointment until submission of the SC’s final ranking, the individual members of the SC shall only communicate with each other regarding any aspect of the RFP process at publicly noticed and held meetings.

9. **Contract Negotiations.** Airline shall undertake negotiations for a contract with the first-ranked firm at a price that Airline determines is fair, competitive, and reasonable. Such determination shall be based on a detailed analysis of the costs of the services in relation to their scope and complexity. The negotiations must be publicly noticed and held, and summary minutes of the negotiations must be made. If a mutually acceptable contract cannot be executed after a reasonable time, Airline shall declare impasse and proceed to negotiate with the next-ranked proposer(s) in accordance with the procedures herein. The Construction Contract shall be negotiated in three (3) stages. Preconstruction services shall be contracted for in stage one. An IGMP for construction of the Project shall be negotiated in stage two. Upon approval of one hundred percent (100%) construction documents, a FGMP for construction of the Project shall be negotiated in stage three.

10. **Competitive Solicitation Protests.** Any proposer aggrieved in connection with the competitive solicitation process may file a protest with Airline as set forth below:

11. **Protest of Solicitation Specifications/Requirements.** Any protest concerning the solicitation specifications or requirements shall be submitted in writing to Airline within seven (7) calendar days from issuance of the solicitation and shall include a brief statement of the facts and arguments upon which it is based. Failure to file a protest within the prescribed 7-day period shall constitute a waiver of the ability to protest such specifications or requirements.

12. **Protest of Decision of SC.** A protest arising from any decision or vote of the SC shall be submitted in writing to Airline within seven (7) calendar days after the decision or vote of the SC, and shall include a brief statement of the facts and arguments upon which it is based. Failure to file such protest within the prescribed 7-day period shall constitute a waiver of the ability to challenge such decision or vote of the SC.

13. **Arbitrator to Resolve Protests.** Within five (5) Business Days of receipt of a timely-filed protest under Sections 11 or 12, above, Airline shall request the American Arbitration Association (“AAA”) to appoint a single arbitrator from its Construction Panel to hear and resolve the protest in accordance with the AAA’s Construction Arbitration Rules and Mediation Procedures. AAA shall appoint the arbitrator within five (5) Business Days of Airline’s request. The arbitrator shall hear the protest in Broward County within ten (10) calendar days of his or her appointment, and shall render a written decision resolving the protest within ten (10) calendar days after the hearing. The arbitrator’s authority shall not extend beyond hearing and resolving a solicitation protest filed under Section 11 or 12.

14. **Payment for Arbitration Services.** Airline shall pay AAA's invoice(s) for the arbitration services provided under Section 13, and County shall reimburse Airline for such arbitration expenses, including legal fees and costs in accordance with Article 10 of the Second Addendum.

15. **No Stay of Solicitation Process During Protest.** The filing of a timely protest under Section 11 or 12, above, shall not stay the solicitation process or negotiation or execution of the contract.

16. **Condition Precedent/Reimbursement by County.** The filing of a protest under this section is an absolute condition precedent to instituting any action, suit or other proceeding in any judicial, administrative or other forum concerning the subject matter of the protest. County shall reimburse Airline for any expenses, including legal fees and costs, arising from any action, suit or other proceeding in any judicial, administrative or other forum concerning a bid protest under this Second Addendum.

B. **Design Contract - Request for Proposals.** Airline shall prepare and issue in Airline's name a Request for Proposals ("RFP") in compliance with Section 287.055, Florida Statutes ("CCNA") inviting architectural/engineering firms, as defined in CCNA, to submit their qualifications to perform the professional design and engineering services for the Project. Airline shall involve County and in good faith give consideration to County's recommendations concerning the preparation of bid packages, selection of Project Contractors and negotiations with all Project Contractors for all portions of the Work.

Design Contract RFP Requirements. In administering the RFP process for the Design Contract, Airline shall:

(a) Comply with the procedures and requirements set forth above in Sections 1, 2, 3, 4, 5, and 6 including the subsections thereto, except that subsections 2(c)(iv) and 2(c)(vi) shall not apply; and

(b) Use a form of the Design agreement in substantially the same form as County's forms located here:

[Standard Consultant Agreement Form \(BCF 202\) \(broward.org\)](#)

And, include BCAD's standard FAA, Security, BIM, and Electronic Media provisions located here:

[Airport Additional Requirements BCF 202 \(broward.org\).](#)

C. **Program Manager Contract – Request for Proposals.** Airline shall prepare and issue in Airline's name a Request for Proposals ("RFP") inviting qualified firms licensed and authorized to do business in Florida to submit proposals to provide Program Manager services for the Project. Airline shall involve County and in good faith give consideration to County's recommendation

concerning the preparation of bid packages, selection of Project Contractors and negotiations with all Project Contractors for all portions of the Work.

Program Manager RFP Requirements. In administering the RFP process for the Program Manager Contract, Airline shall:

- (a) Comply with the procedures and requirements set forth above in Sections 1, 2, 3, 4, 5, and 6 including the subsections thereto, except that subsections 2(c)(iv) and 2(c)(vi) shall not apply; and
- (b) Use as the form of Program Manager agreement, the same as the Design Contract form, including BCAD's standard FAA, FDOT, Security, and Electronic Media provisions.

D. CEI Contract - Request for Proposals. Airline shall prepare and issue in Airline's name a Request for Proposals ("RFP") in compliance with Section 287.055, Florida Statutes ("CCNA") inviting architectural/engineering firms, as defined in CCNA, to submit their qualifications to perform the professional construction inspection services for the Project. Airline shall involve County and in good faith give consideration to County's recommendations concerning the preparation of bid packages, selection of Project Contractors and negotiations with all Project Contractors for all portions of the Work.

CEI Contract RFP Requirements. In administering the RFP process for the Design Contract, Airline shall:

- (a) Comply with the procedures and requirements set forth above in Sections 1, 2, 3, 4, 5, and 6 including the subsections thereto, except that subsections 2(c)(iv) and 2(c)(vi) shall not apply; and
- (b) Use as the form of CEI agreement, the same as the Design Contract form, including BCAD's standard FAA, FDOT, Security, and Electronic Media provisions.

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EXHIBIT D - INSURANCE REQUIREMENTS

This exhibit establishes minimum insurance requirements for the Project and subject only to modification with the consent and approval of County's Risk Manager.

1. **Owner's Professional Protective Insurance (OPPI).** JetBlue shall maintain an OPPI policy with the limits of not less than \$25 million per claim and \$25 million aggregate excess over any design professional policies. Such insurance shall be continuously maintained and must remain in force throughout the duration of the project and the Products and Completed operations coverage must provide coverage for 10 years after final project completion.
2. **Professional and Commercial General Liability Insurance.** Program Manager, Design Professional and CEI Professional shall maintain professional liability and commercial general liability insurance with the minimum limits of not less than those set forth below. Such insurance shall be continuously maintained until the conclusion of the warranty period for the Project, or such longer period of time as may be required. These coverages must remain in force throughout the duration of the project and the Products and Completed operations coverage must provide coverage for 10 years after final project completion.

Design Professional	\$1 Million per Claim/\$2 Million Aggregate
Structural and MEP Design Consultants	\$1 Million per Claim/\$2 Million Aggregate
Program Manager and CEI	\$2 Million per Claim/\$2 Million Aggregate

3. **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance under the ISO CG 00 01 04 13 policy form, or its equivalent, through a Contractor's Controlled Insurance Program (CCIP) with minimum limits of not less than those set forth below. All policy(ies) for general liability coverage shall afford additional insured status to County. The General Liability Policies must remain in force throughout the duration of the project and the Products and Completed operations coverage must provide coverage for 10 years after final project completion. In the event Contractor does not obtain a CCIP, they will provide the insurance coverages below on a project specific basis and add all subcontractors as additional insureds.

Limits

\$100,000,00 Per Occurrence
\$100,000,00 In the Aggregate

4. **Automobile Liability Insurance.** Project Contractors shall maintain automobile liability insurance with minimum limits of not less than those set forth below. Such insurance shall cover damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use of any auto, including owned, hired and non-owned autos. Developer shall require that all contractors and or sub-contractors engaged in the project carry auto liability insurance with minimum limits as indicated below.

\$10 Million Combined Single Limit Bodily Injury and Property Damage

5. **Workers' Compensation and Employer's Liability Insurance.** Project Contractors shall maintain and require that all contractors and or sub-contractors engaged in the project carry statutory workers' compensation and employer's liability insurance with minimum limits of not less than those set forth below.

Workers' Compensation Employers' Liability	Statutory \$1 Million Bodily Injury by Accident/ Bodily Injury by Disease Each Employee/ Bodily Injury by Disease Policy Limit
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6. **Contractors Pollution Liability Insurance.** Contractor shall provide the County the cost for Contractors Pollution Liability with minimum limits of \$50 million per occurrence and in the aggregate and a maximum deductible of \$250,000. The County may elect to have the Contractor provide this coverage or the County may elect to purchase this coverage directly. In the event the County elects to have the Contractor provide this coverage, the County shall be specifically listed as an additional named on the policy.

Limits

- \$50,000,000 Per Pollution Condition
- \$50,000,000 Aggregate Limit for all Pollution Conditions

7. **Builder's Risk and All Risk with Wind and Flood Insurance.** Contractor shall be responsible for purchasing all-risk builder's risk insurance policies to cover the risk of loss to the Project on a completed value basis, subject to the terms and conditions of such policies. Deductibles for losses shall be the responsibility of the Contractor subject to a maximum deductible amount of \$50,000 for risks other than non-flood water damage and \$300,000 for losses related to water damage. Notwithstanding the foregoing, the maximum deductible for named wind or named wind and flood is not to exceed 5% of the completed value.

Contractor shall submit a fully completed insurance form, to be provided by County, for both builders risk insurance and general liability coverage, setting forth all coverages, sublimits, and a line item breakdown along with the separate premiums for the builders risk and general liability. Contractor may submit its own insurance company's form, so long as the form is substantially similar to the form provided by County.

County reserves the right to determine in its own discretion, post award, to obtain and maintain the builder's risk insurance with comparable coverages that the Contractor proposed. If the County elects to purchase coverage with deductibles greater than those proposed by Contractor, the County shall be responsible for the amount greater than the

above referenced deductible limits. County further reserves the right to review all insurance coverages and determine if there is excessive coverage or amounts to buy down deductibles and reserves the right, post award, to increase the minimum deductibles.

All builder's risk policies contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery or subrogation against any insureds thereunder, including Project Contractors, affiliates, officers, directors, members, partners, employees, agents, or subcontractors. County, Airline and Project Contractors waive all rights against each other and the respective consultants, affiliates, officers, directors, members, partners, employees, agents, and/or subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire, or other perils or causes of loss, to the extent such losses or damages are covered by the proceeds of builder's risk insurance (or, in the case of a failure to purchase or maintain such insurance, are determined after an adjudication of claims to be losses or damages that would have been covered under the terms of such policies if they had been in full force and effect and their limits available to the Project). This waiver of subrogation shall be effective as to a person or entity: (1) even though that person or entity did not pay the insurance premium directly or indirectly; and (2) whether or not the person or entity had an insurable interest in the damaged property.

8. General Insurance Requirements.

- A. All liability policies of Project Contractors shall include waivers of subrogation in favor of County.
- B. Commercial General Liability and Excess policies of Developer and Design Builder shall afford additional insured status to County on a primary and non-contributory basis.
- C. All insurance policies shall be underwritten by companies with an A M Best rating of A-VII or higher.
- D. All insurances shall be written by underwriters that are either licensed in the State of Florida or authorized to write insurance in the State as a Surplus Lines Insurer.
- E. All liability policies of Project Contractors shall require 30 days' notice of cancellation to County.

EXHIBIT E - APPLICATION AND CERTIFICATE OF PAYMENT

Airline shall use the latest version of the AIA form G702.

EXHIBIT F - PERFORMANCE BOND AND PAYMENT BOND

The County's bond forms are located here:

1. [Broward County Purchasing Division Performance Bond](#)
2. [Broward County Purchasing Division Payment Bond](#)

EXHIBIT G - PROGRAM MANAGER CONTRACT REQUIREMENTS

Program Manager Contract Requirements. The Program Manager Contract shall include the following requirements:

- a) No Payments in Advance. The Program Manager may make application for payment to Airline for Work in place and materials and equipment incorporated in the Work, at intervals of not more than once a month. Each application for payment shall include (1) releases of claims from the Program Manager, and the Program Manager's subcontractors, for Work performed and paid for in connection with the immediately preceding application for Payment. Each application for payment shall include the documents and backup described in Article 10 and Exhibit E, Application for Payment.
- b) No liens. No liens may attach to any fee or property interest held by County or Airline. Should a lien be recorded against the Project, Program Manager shall take immediate steps to remove it.
- c) No Unilateral Changes. There shall be no changes to the Program Manager Contract provisions, scope of the work, time of performance, or contract sum without the written consent of Airline, the Program Manager, and County.
- d) Badging Requirements. The Program Manager and all subcontractors working on the Project requiring access to the secure areas of the Airport shall satisfy all BCAD Security and Badging requirements.
- e) Insurance. County and Airline shall be named as additional insureds on all required certificates of insurance, except workers' compensation insurance.
- f) Public Art. The Program Manager shall cooperate in the incorporation of Public Art into the Project, in accordance with Section 1-88 of the Broward Code of Ordinances, and applicable County Administrative Code provisions.
- g) False Claims. The Program Manager shall certify each application for payment in accordance with County's False Claims Ordinance (Article XIV, Sections 1-276 through 1-287).
- h) Public Records; Audit and Retention of Records. See Article 14.
- i) Compliance with Laws. Program Manager shall keep informed of and obey all federal, state, County and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect the Work to be performed by the Program Manager under the Program Manager Contract.
- j) Domestic Partnership Requirement. The Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), shall apply to this contract and Program Manager shall certify that it shall at all times comply with the provisions of the Act.

k) **No Conflicts.** Until the Project is complete, the directors and officers of the Program Manager shall not:

- i. Serve as an expert witness in any capacity against County or Airline in any legal or administrative proceeding in which they are not a party;
- ii. Perform consulting or other services that would in any way be in conflict with, or detrimental to, the Project, or for any municipality, developer, tenant or landowner developing or having property within the Airport boundaries, including such additional property that may be acquired to implement Airport development. At least ten (10) calendar days prior to undertaking any services for any of the listed entities, Program Manager shall provide Contract Administrator with a written description of the contemplated services, and the Contract Administrator shall promptly advise as to whether such services would be detrimental to, or in conflict with, the Project; or
- iii. Have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the loyal and conscientious exercise of judgment and care related to performance of the Work for the Project.

None of the provisions of this section shall restrict in any way any officers or directors of Program Manager from acting as required by judicial process or from acting on behalf of Program Manager in any legal or arbitration proceeding in which Program Manager is involved pertaining to any agreement between Program Manager and Airline or County as of the effective date of the Program Manager Contract.

l) No member of the Program Manager team shall bill their time in excess of 40 hours per week to the project without the express written authorization of Airline.

m) Travel and per diem reimbursement, if any and if applicable, shall first be pre-authorized by Airline and shall be subject to Section 112.061, Florida Statutes and with Program Manager utilizing the most economical means of travel. Meals shall be reimbursed at the rates set forth in federal GSA regulations.

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EXHIBIT H - DESIGN CONTRACT REQUIREMENTS

Design Contract Requirements. The Design Contract shall include the following requirements:

a) **No Payments in Advance.** The Design Professional may make application for payment to Airline for Work in place and materials and equipment incorporated in the Work, at intervals of not more than once a month. Each application for payment shall include (1) releases of claims from the Design Professional, and the Design Professional's subcontractors, for Work performed and paid for in connection with the immediately preceding application for Payment. Each application for payment shall include the documents and backup described in Article 10 and Exhibit E, Application for Payment.

b) **No Unilateral Changes.** There shall be no changes to the Design Contract provisions, scope of the work, time of performance, or contract sum without the written consent of Airline, the Design Professional, and County.

c) **Insurance.** County and Airline shall be named as additional insureds on all required certificates of insurance, except workers' compensation insurance.

d) **BIM.** The Design Professional shall comply with the Building Information Modeling ("BIM") requirements for the Project.

e) **LEED.** The Design Professional shall provide to Airline documentation necessary to achieve a "LEED-certified" rating from the United States Green Building Council for the Project.

f) **Project Design.** The Project design shall comply with the Project Definition Document, which will be incorporated into the Design Contract.

g) **Public Art.** The Design Professional acknowledges that County has adopted a Public Art and Design Program, as codified in Section 1-88 of the Broward Code of Ordinances and applicable County Administrative Code provisions. The purpose of the Public Art and Design Program is to integrate art into capital projects and to integrate artists' design concepts into the overall Project design. County selects, contracts with, and pays the artist(s) through an independent process, including obtaining any necessary waivers of certain rights the artists may have in the Public Art under federal or state law, including the Visual Artists Rights Act of 1990, codified at 17 U.S.C. Section 106A.

(1) The Design Professional shall cooperate with the artist(s) for the purpose of properly incorporating the artist's design(s) into the design of the Project. The Design Professional shall notify the artist(s), in writing, of all design meetings pertaining to Public Art and shall provide the artist(s) with a schedule of milestone dates. The Design Professional may be requested to provide temporary work space for the artist(s) during the preliminary design and design phases.

(2) The Design Professional's contract sum shall include the Work to comply with the requirements set forth in this section, whether or not specifically designated or identified.

(3) The Design Professional shall ensure that subconsultants, if any, will be made aware of Broward County's Public Art and Design Program and the requirement of working with artist(s).

h) Public Records; Audit and Retention of Records. See Article 14.

i) Compliance with Laws. Design Professional shall keep informed of and obey all federal, state, County and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect the Work to be performed by the Design Professional under the Design Contract.

j) Domestic Partnership Requirement.

k) No Conflicts. Until the Project is complete, the directors and officers of the Design Professional shall not:

i. Serve as an expert witness in any capacity against County or Airline in any legal or administrative proceeding in which they are not a party;

ii. Perform consulting or other services that would in any way be in conflict with, or detrimental to, the Project, or for any municipality, developer, tenant or landowner developing or having property within the Airport boundaries, including such additional property that may be acquired to implement Airport development. At least ten (10) calendar days prior to undertaking any services for any of the listed entities, Design Professional shall provide Contract Administrator with a written description of the contemplated services, and the Contract Administrator shall promptly advise as to whether such services would be detrimental to, or in conflict with, the Project; or

iii. Have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the loyal and conscientious exercise of judgment and care related to performance of the Work for the Project.

None of the provisions of this section shall restrict in any way any officers or directors of Design Professional from acting as required by judicial process or from acting on behalf of Design Professional in any legal or arbitration proceeding in which Design Professional is involved pertaining to any agreement between Design Professional and Airline or County as of the effective date of the Design Contract.

l) Travel and per diem reimbursement, if any and if applicable, shall first be pre-authorized by Airline and shall be subject to Section 112.061, Florida Statutes and with Design Professional utilizing the most economical means of travel. Meals shall be reimbursed at the rates set forth in federal GSA regulations.

EXHIBIT I - CONSTRUCTION MANAGER CONTRACT REQUIREMENTS

Construction Contract Requirements. The Construction Contract shall include the following requirements:

- a) No Verbal Instructions. The Contractor may not rely upon verbal instructions or suggestions furnished by Airline employees, agents, or representatives. Only written instructions to the Contractor from Airline will be binding.
- b) Schedules and Updates. Within five (5) calendar days of BCAD's issuance of the third Notice to Proceed (as identified in Section 4.2 of **Exhibit A**) to Airline, and Airline's issuance of the equivalent notice to proceed to the Contractor, the Contractor shall submit a Project schedule to Airline and BCAD indicating start and completion dates and the various stages of the Work, and shall show an activity network for the planning and execution of the Work. The Project schedule must be prepared in the most current version of Primavera, updated monthly, and submitted with each application for payment made to Airline by the Contractor and with each Application for Payment made by Airline to BCAD.
- c) No Payments in Advance. The Contractor may make application for payment to Airline for Work in place and materials and equipment incorporated in the Work, at intervals of not more than once a month. No payment will be made for Work in advance of completion or prior to performance, with the exception of, with prior written permission from County, amounts incurred for materials and equipment not incorporated in the Work but delivered and suitably stored at the Airport or at an off-Airport bonded warehouse. Each application for payment shall include (1) releases of claims from the Contractor, and the Contractor's subcontractors, for Work performed and paid for in connection with the immediately preceding application for Payment; and (2) a consent of Surety for the Work which is the subject of the pending application for payment. Each application for payment shall include the documents and backup described in Article 10 and **Exhibit E**, Application for Payment.
- d) No liens. No liens may attach to any fee or property interest held by County or Airline. Should a lien be recorded against the Project, Contractor shall take immediate steps to remove it.
- e) No Unilateral Changes. There shall be no changes to the Construction Contract provisions, scope of the work, time of performance, or contract sum without the written consent of Airline, the Contractor, and County.
- f) Maintenance of Traffic. Prior to commencement of construction, the Contractor shall submit to Airline and BCAD for approval a Maintenance of Traffic plan showing traffic flow, signage, and barriers protecting and separating the area(s) around the construction.
- g) Insurance. County and Airline shall be named as additional insureds on all required certificates of insurance, except workers' compensation insurance.

- h) **Surety Bonds.** The Contractor shall provide the performance bond and payment bond identified in **Exhibit F** identifying Airline and County as dual obligees in the full amount of the contract sum.
- i) **BIM.** The Contractor shall comply with the Building Information Modeling (“BIM”) requirements for the Project.
- j) **LEED.** The Contractor shall provide to Airline documentation necessary to achieve a “LEED-certified” rating from the United States Green Building Council for the Project.
- k) **Public Art.** The Contractor shall cooperate in the incorporation of Public Art into the Project, in accordance with Section 1-88 of the Broward Code of Ordinances, and applicable County Administrative Code provisions.
- l) **False Claims.** The Contractor shall certify each application for payment in accordance with County’s False Claims Ordinance (Article XIV, Sections 1-276 through 1-287).
- m) **Nondiscrimination.** The Contractor shall comply, and shall require its subcontractors to comply, with the nondiscrimination provisions of Article 17.11 of the Base Agreement and contained in the BCAD Standard FAA Provisions.
- n) **Compliance with County Prevailing Wages.**
- o) **Construction Apprenticeship Program.** The Broward County Board of County Commissioners recently passed Sections 26.7 – 26.11, Broward County Code of Ordinances (“Apprenticeship Program”). Apprenticeship Program is in effect and will be required. Construction Apprenticeship Program Requirements and Certification Form to be provided by County.
- p) **Criminal History Screening.** The Broward County Board of County Commissioners recently passed Section 26-125(d) of the Broward County Code of Ordinances (“Criminal History Screening Practices”). Criminal History Screening Practices Certification Form to be provided by County.
- q) **Domestic Partnership Requirement.**
- r) **Workforce Investment Program.** This Contract constitutes a “Covered Contract” under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 (“Workforce Investment Program”). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract. Until at least one year after the

conclusion of this Contract, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Contract. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

s) Public Records; Audit and Retention of Records. See Article 14.

t) Liquidated Damages. See Exhibit A, Article 5.

u) Compliance with Laws. Contractor shall keep informed of and obey all federal, state, County and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect the Work to be performed by the Contractor under the Construction Contract.

v) No Conflicts. Until the Project is complete, the directors and officers of the Contractor shall not:

i. Serve as an expert witness in any capacity against County or Airline in any legal or administrative proceeding in which they are not a party;

ii. Perform consulting or other services that would in any way be in conflict with, or detrimental to, the Project, or for any municipality, developer, tenant or landowner developing or having property within the Airport boundaries, including such additional property that may be acquired to implement Airport development. At least ten (10) calendar days prior to undertaking any services for any of the listed entities, Contractor shall provide Contract Administrator with a written description of the contemplated services, and the Contract Administrator shall promptly advise as to whether such services would be detrimental to, or in conflict with, the Project; or

iii. Have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the loyal and conscientious exercise of judgment and care related to performance of the Work for the Project.

None of the provisions of this section shall restrict in any way any officers or directors of Contractor from acting as required by judicial process or from acting on behalf of Contractor in any legal or arbitration proceeding in which Contractor is involved pertaining to any agreement between Contractor and Airline or County as of the effective date of the Construction Contract.

w) No member of the CMR team shall bill their time in excess of 40 hours per week to the project without the express written authorization of Airline.

x) Travel and per diem reimbursement, if any and if applicable, shall first be pre-authorized by Airline and shall be subject to Section 112.061, Florida Statutes and with Contractor utilizing the most economical means of travel. Meals shall be reimbursed at the rates set forth in federal GSA regulations.

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EXHIBIT J - CEI CONTRACT REQUIREMENTS

CEI Contract Requirements. The CEI Contract shall include the following requirements:

- a) No Verbal Instructions. The CEI Professional may not rely upon verbal instructions or suggestions furnished by Airline employees, agents, or representatives. Only written instructions to the CEI Professional from Airline will be binding.
- b) No Payments in Advance. The CEI Professional may make application for payment to Airline for Work in place and materials and equipment incorporated in the Work, at intervals of not more than once a month. Each application for payment shall include (1) releases of claims from the CEI Professional, and the CEI Professional's subcontractors, for Work performed and paid for in connection with the immediately preceding application for Payment. Each application for payment shall include the documents and backup described in Article 10 and **Exhibit E**, Application for Payment.
- c) No Unilateral Changes. There shall be no changes to the CEI Contract provisions, scope of the work, time of performance, or contract sum without the written consent of Airline, the CEI Professional, and County.
- d) Insurance. County and Airline shall be named as additional insureds on all required certificates of insurance, except workers' compensation insurance.
- e) Public Records; Audit and Retention of Records. See Article 14.
- f) Compliance with Laws. CEI Professional shall keep informed of and obey all federal, state, County and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect the Work to be performed by the CEI Professional under the CEI Contract.
- g) Domestic Partnership Requirement.
- h) No Conflicts. Until the Project is complete, the directors and officers of the CEI Professional shall not:
 - i. Serve as an expert witness in any capacity against County or Airline in any legal or administrative proceeding in which they are not a party;
 - ii. Perform consulting or other services that would in any way be in conflict with, or detrimental to, the Project, or for any municipality, developer, tenant or landowner developing or having property within the Airport boundaries, including such additional property that may be acquired to implement Airport development. At least ten (10) calendar days prior to undertaking any services for any of the listed entities, CEI Professional shall provide Contract Administrator with a written description of the contemplated services, and the Contract Administrator shall promptly advise as to whether such services would be detrimental to, or in conflict with, the Project; or

iii. Have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the loyal and conscientious exercise of judgment and care related to performance of the Work for the Project.

None of the provisions of this section shall restrict in any way any officers or directors of CEI Professional from acting as required by judicial process or from acting on behalf of CEI Professional in any legal or arbitration proceeding in which CEI Professional is involved pertaining to any agreement between CEI Professional and Airline or County as of the effective date of the CEI Contract.

i) No member of the CEI Professional shall bill their time in excess of 40 hours per week to the project without the express written authorization of Airline.

j) Travel and per diem reimbursement, if any and if applicable, shall first be pre-authorized by Airline and shall be subject to Section 112.061, Florida Statutes and with CEI Professional utilizing the most economical means of travel. Meals shall be reimbursed at the rates set forth in federal GSA regulations.

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EXHIBIT K - BIM STANDARDS

[Building Information Modeling \(BIM\) Standard \(broward.org\)](http://broward.org)